

333 North Front Street
La Crosse, WI 54601



CERTIFIED MAIL 7002 2410 0004 1616 4185
RETURN RECEIPT REQUESTED

August 3, 2004

Charter Fiberlink, LLC
ATTN: Mark Barber
Legal Department - Telephone
12405 Powerscourt Drive
St. Louis, MO 53131

RE: Adoption of existing Interconnection, Resale and Unbundling Agreement

Dear Mr. Barber:

CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC and CenturyTel of Central Wisconsin, LLC (referred to as "CenturyTel") has received a request dated July 28, 2004, from Charter Fiberlink, LLC (referred to as "Charter") stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Charter wishes to adopt the terms of the Interconnection, Resale and Unbundling Agreement between CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC and CenturyTel of Central Wisconsin, LLC and Sprint Communications Company, L.P. ("Sprint") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in Docket No. 05-TI-861 on August 26, 2003. (the "Terms"). This letter shall confirm that Charter has a copy of the Terms. Please note the following with respect to Charter's adoption of the Terms.

By Charter's countersignature on this letter, Charter hereby represents and commits to the following:

1. Except as set forth below, Charter adopts the Terms of the Sprint agreement for interconnection with CenturyTel and in applying the Terms, agrees that Charter shall be substituted in place of Sprint in the Terms wherever appropriate.
2. Charter requests that notice to Charter as may be required under the Terms shall be provided as follows:

Charter Communications
Legal Department - Telephone
12405 Powerscourt Drive
St. Louis, MO 53131
Telephone #: 314-965-0555
Facsimile #: 314-965-6640

3. Charter represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.
4. Charter's adoption of the Sprint Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate pursuant to the Sprint Terms. The Sprint agreement is currently scheduled to expire on August 1, 2005.
5. As the Terms are being adopted by Charter pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to Charter as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Charter's 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not, as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the Sprint agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
7. Pursuant to agreement terms, the U.S. Court of Appeals D.C. Circuit decision to vacate portions of the FCC's Triennial Review Order ("TRO") resulted in the UNE-P (switching UNE) and high-capacity UNE provisions of this Agreement being held by a court of competent jurisdiction to be unenforceable and provision termination notice was given by CenturyTel to all agreement holders of record effective June 15, 2004. Since any terms relating to the provision the UNE-Ps and high-capacity UNEs were lawfully terminated, these specific terms are, therefore, no longer available for 252 (i) adoption and CenturyTel will not perform under terminated terms pursuant to the subsequent adoption of the agreement.
8. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
9. CenturyTel reserves the right to deny any Charter adoption and/or application of the Terms, in whole or in part, at any time:

- (a) when the costs of providing the Terms to Charter are greater than the costs of providing it to Sprint;
- (b) if the provision of the Terms to Charter is not technically feasible; and/or to the extent Charter already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption); and
- (c) when Non-Recurring charges applicable to Resale or in CenturyTel's local tariff apply without discount.
10. Should Charter attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.

Please indicate Charter's agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

CenturyTel of the Midwest-Kendall, LLC
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC


Francis J. Runkel
Regional Director Carrier Relations

8/3/04
Date

Reviewed and countersigned:

Charter Fiberlink, LLC


Mark Barber
Vice-President

8/12/04
Date

CC: Christopher W. Savage - Counsel for Charter Communications
Carrie L. Cox - Charter Communications, Inc.
Guy Miller - CenturyTel - Corporate Carrier Relations